

EH Health and Wellness LLP

Palmgrove Road 20

560047 Bangalore, Indien

Email: connect@emotionalerhunger.de



Terms and Conditions

1. Definitions

Provider

EH Health and Wellness LLP

Palmgrove Road 20

560047 Bangalore, India

Email: connect@emotionalerhunger.de

Website / Platform

The online platform operated at www.emotionalerhunger.de, including all subpages, closed user areas, member areas, login areas, and all integrated technical systems, services, and interfaces.

Client / Customer

Any natural or legal person who uses the Provider's services or products or acquires them via the platform.

Digital Content

All content provided in digital form, in particular e-books, videos, audio files, online courses, webinars, online workshops, recordings, working materials, downloads, documents, programs, and comparable digital content.

2. Scope of Application

These Terms and Conditions (T&Cs) apply to all orders, bookings, and contractual agreements concluded via the website www.emotionalerhunger.de between clients/customers and

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(hereinafter referred to as the "Provider").

These T&Cs apply to consumers and entrepreneurs worldwide.

For consumers resident in the European Union, the mandatory consumer protection provisions of the respective country of residence shall additionally apply, insofar as they may not be excluded by contractual agreement.

3. Subject Matter of the Contract and Types of Contracts

3.1 Scope of Services

Via the website www.emotionalerhunger.de, the Provider offers in particular:

- Digital content, including e-books, videos, online courses, webinars, online workshops, programs, recordings, working materials, and comparable digital content
- One-time memberships and subscription memberships with access to digital content within closed user areas

- Services in the fields of psychological counseling, coaching, personal development, nutrition, and mindfulness
- Programs and group programs
- Retreats, workshops, and in-person events

The specific scope of services results from the respective service description on the website, in the booking overview, or in the respective offer presentations.

3.2 Types of Contracts

Depending on the type of offer, one of the following contract types is concluded between the Provider and the client/customer:

- **License and usage agreement**
for one-time memberships, subscription memberships, and all access to closed user areas through which digital content is provided
- **Service contract**
for counseling and coaching services
- **Event participation contract**
for online workshops, programs, retreats, workshops, and in-person events

4. Conclusion of Contract

The presentation of services and content on the website www.emotionalerhunger.de does not constitute a legally binding offer, but an invitation to submit an order or booking.

By submitting an order, booking, or registration, the client/customer makes a binding contractual offer.

The contract is concluded when:

- the order is electronically confirmed by the Provider or the commissioned payment service provider (e.g., by email or via a confirmation page), and
- successful payment processing has occurred.

Depending on the offer type:

- For one-time memberships and subscription memberships, the contract is concluded upon successful booking and payment confirmation; access to the members' area is then activated.
- For services (counseling/coaching), the contract is concluded upon booking confirmation and payment confirmation.
- For online workshops, programs, retreats, and events, the contract is concluded upon confirmation of registration and payment confirmation.
- For digital content provided via memberships, the contract is concluded upon activation of access.

The Provider is entitled to reject contractual offers without stating reasons.

5. Prices and Payment Conditions

5.1 Prices

All prices are stated in euros (EUR) unless another currency is expressly indicated. The prices displayed on the website at the time of booking or ordering are decisive.

Upon request, prices for customers resident in India may also be displayed in Indian rupees (INR). In this case, the communicated amount in the displayed currency shall apply.

The VAT/tax treatment depends on:

- the customer's place of residence or business establishment,
- the type of service, and
- the applicable national and international tax regulations.

5.2 VAT / Tax Information

Private customers outside India (including EU):

The service is not taxable domestically (Germany/EU). The place of performance is the Provider's registered seat (India, outside the EU).

Private customers and companies in India:

Indian GST may apply in accordance with the applicable legal provisions.

Companies within the European Union with a valid VAT ID:

Reverse-charge procedure applies. VAT liability is transferred to the recipient of the service.

Companies outside the European Union (excluding India):

The service is not taxable domestically (Germany/EU). The place of performance is the Provider's registered seat (India, outside the EU).

5.3 Payment Conditions

Unless expressly agreed otherwise:

- Payments are due within 7 calendar days after invoicing.
- For one-time memberships, subscription memberships, and digital access, the invoice amount is due immediately, as access is granted directly after payment.

- Access to services, content, or events is generally granted only after full payment has been received.

5.4 Special Payment Rules for Coaching and Counseling Services

For coaching and counseling services:

- The full amount must be paid in advance.
- Advance payments are non-refundable if an agreed appointment is canceled or missed, unless the cancellation occurs at least 24 hours before the appointment.
- In case of timely cancellation, the appointment may be rescheduled once free of charge.
- Further rescheduling or late cancellations are considered non-attendance and result in forfeiture of the service without refund.
- Appointments not canceled are charged at 100%.

5.5 Payment Models

The Provider offers the following payment models:

- **One-time payment:**
The full amount is due upon conclusion of the contract.
- **Subscription payments:**
Recurring payments at the agreed billing intervals (e.g., monthly, annually) until effective termination of the contract.

- **Installment payments:**
Payment of the total amount in several installments in accordance with the agreed payment plan.

Specific payment conditions, terms, billing intervals, due dates, and cancellation modalities result from the respective offer description and the information displayed during the booking process.

5.6 Invoicing

Invoices are issued electronically by email in PDF format and are deemed delivered once accessible at the email address provided by the customer.

5.7 Payment Defaults, Chargebacks, and Late Payments

If the customer is in default of payment or a payment fails (e.g., subscriptions, installment payments, credit card charges, direct debits, or international payments), the Provider is entitled to temporarily block access to services, memberships, platform areas, and digital content until outstanding amounts are fully settled.

In the case of repeated failed payments or persistent default, the Provider may terminate the contract extraordinarily and permanently withdraw access.

For installment payments, if one installment is in default, the Provider may declare the entire remaining amount immediately due. Any chargeback or payment processing fees may be charged to the customer insofar as legally permissible. Statutory claims remain unaffected.

6. Delivery, Provision, and Access

6.1 Digital Content, Memberships, and Member Areas

Digital content and access to one-time memberships and subscription memberships are provided exclusively in digital form.

Provision takes place:

- via online access through a closed user area (platform), and/or
- via download link, immediately after full payment, unless expressly agreed otherwise.

There is no entitlement to physical delivery.

E-books, workbooks, and comparable text and working materials are provided as downloadable files.

Certain digital content, in particular video formats such as the Yoga Kit and comparable video offers, are provided exclusively as streaming content. Downloading such content is not provided for and is not part of the service scope unless expressly stated otherwise. Access is exclusively via the platform or closed user area within the respective membership.

6.2 Access and User Accounts

Access to digital content, memberships, and platform areas may require the creation of a personal user account.

Access data must be kept confidential and must not be passed on to third parties. Customers are responsible for the security of their access data.

The Provider may temporarily or permanently block access if:

- contractual obligations are violated,
- content is unlawfully shared,

- payment arrears exist (see Section 5.7),
- misuse occurs.

6.3 Counseling and Coaching Services

Counseling and coaching services are generally provided online (e.g., via video conference).

A different place of performance may be individually agreed.

Specific dates, formats, and modalities result from the respective booking confirmation.

6.4 Online Workshops, Programs, Retreats, and Events

Online workshops, programs, retreats, workshops, and in-person events are conducted:

- on the announced dates,
- in the stated format (online or in person),
- at the communicated location or via the specified platform.

Organizational details (access links, locations, times, schedules) will be communicated to participants in due time before the event.

6.5 Technical Requirements

Use of digital services requires a functional internet connection, suitable end devices, and compatible software where applicable.

The Provider assumes no responsibility for limitations resulting from technical requirements on the customer's side.

6.6 Technical Availability

The Provider endeavors to provide the platform and digital content without disruption.

Short-term interruptions due to maintenance, security measures, technical faults, or force majeure cannot be excluded.

There is no entitlement to permanent and uninterrupted availability.

7. Right of Withdrawal (Cancellation Right)

7.1 Right of Withdrawal for Consumers in the European Union

Consumers have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period is 14 days from the date of contract conclusion.

To exercise the right of withdrawal, you must inform us (EH Health and Wellness LLP, Palmgrove Road 20, 560047 Bangalore, India, Email: connect@emotionalerhungel.de) by means of a clear declaration (e.g., by email).

7.2 Consequences of Withdrawal

If you withdraw from this contract, we shall reimburse all payments received from you without undue delay and no later than 14 days from receipt of your withdrawal notice. The same payment method used in the original transaction will be used unless expressly agreed otherwise.

7.3 Exceptions to the Right of Withdrawal

Digital Content / Memberships / Streaming and Download Content

The right of withdrawal expires prematurely if:

- the Provider has begun performance of the contract,
- the consumer has expressly agreed that performance begins before expiry of the withdrawal period, and
- the consumer has confirmed that they thereby lose their right of withdrawal.

This applies in particular to:

- downloads (e.g., e-books, workbooks),
- streaming content (e.g., yoga videos / Yoga Kit),
- membership access,
- other digital content activated immediately after payment.

7.4 Online Workshops, Webinars, and Live Formats

For online workshops, webinars, and live formats taking place within the withdrawal period, participants expressly agree upon booking that performance begins before expiry of the withdrawal period and that their right of withdrawal is thereby lost.

7.5 In-Person Workshops, Retreats, and On-Site Events

For workshops, seminars, retreats, and comparable events with fixed dates or fixed periods, there is no statutory right of withdrawal insofar as applicable consumer protection laws provide exceptions for leisure, cultural, or event services.

By booking, customers expressly acknowledge that no right of withdrawal exists in these cases.

7.6 Consumers Outside the EU

For consumers outside the European Union, the respective national mandatory withdrawal rights apply where legally required.

8. Terms and Termination

8.1 One-Time Memberships

One-time memberships are concluded for the agreed term or granted as unlimited access unless stated otherwise.

They end automatically upon expiry of the agreed term.

No termination is required.

There is no entitlement to early termination or pro-rata refund unless mandatory law provides otherwise.

8.2 Subscription Memberships

Subscription memberships are concluded for an indefinite period or a defined minimum term, depending on the offer description.

Unless stated otherwise:

- subscriptions renew automatically for the agreed billing period (e.g., monthly, annually),
- customers may cancel at any time effective at the end of the current billing period.

Termination occurs via the cancellation mechanism in the member area or the booking process.

8.3 Programs, Online Workshops, and Events

Programs, online workshops, workshops, retreats, and events end automatically upon completion.

Ordinary termination during the term is excluded unless expressly agreed.

Withdrawal and cancellation conditions are governed by the respective participation and payment conditions.

8.4 Counseling and Coaching Services

Contracts for counseling and coaching services end upon full performance of the agreed service.

For package bookings, the contract ends upon completion of the last session.

Early termination is excluded unless expressly agreed.

8.5 Extraordinary Termination

The right to extraordinary termination for good cause remains unaffected for both parties.

Good cause exists in particular if:

- a party seriously breaches contractual obligations,
- content is misused or unlawfully distributed,
- payment arrears persist despite reminder,
- platform use is abusive.

8.6 Consequences of Termination

Upon termination:

- access to memberships, platforms, and digital content expires,

- all usage rights to provided content end,
- no entitlement to further services or content exists.
Statutory claims remain unaffected.

9. Cancellations and Non-Attendance

9.1 Counseling and Coaching

Appointments are binding.

Free cancellation or rescheduling is only possible up to 24 hours before the appointment. Timely cancellations may be rescheduled once free of charge.

Late cancellations or repeated rescheduling count as non-attendance.

No refund is granted in case of non-attendance. Uncanceled appointments are charged at 100%.

9.2 Online Workshops, Programs, and Live Formats

Free cancellation is only possible up to 7 days before the start.

Cancellations within 7 days or non-attendance are non-refundable.

Non-participation in individual sessions does not entitle to partial refunds.

Recordings or replacements may be offered but do not constitute a legal entitlement.

9.3 Retreats, Workshops, and In-Person Events

Free cancellation up to 30 days before event start.

From 29 days before the event and in case of non-attendance, 100% of the participation fee is due.

The time of receipt of the cancellation notice by the Provider is decisive.

Transfer of participation to another person requires prior approval.

Individual cancellation rules in specific offers take precedence.

9.4 Cancellation by the Provider

The Provider may cancel or reschedule services/events for good cause, including:

- illness,
- force majeure,
- technical failures,
- unforeseeable organizational reasons,
- insufficient participant numbers.

In such cases, a replacement date or appropriate substitute service will be offered. No further compensation claims arise unless mandatory law requires otherwise.

10. Exclusion of Participants

The Provider may exclude clients/participants from platform use, memberships, programs, events, workshops, retreats, or services for justified cause.

Justified cause exists in particular in cases of:

- violation of these T&Cs,
- unauthorized distribution or duplication of content,
- misuse of platforms or systems,
- disruption of events or sessions,
- harassment or threats,
- breach of respectful conduct,
- false booking information,

- payment defaults,
- legal violations.

Exclusion may be temporary or permanent and may include:

- revocation of platform access,
- exclusion from events and programs,
- account suspension,
- withdrawal of usage rights.

No refund entitlement exists in case of justified exclusion unless mandatory law provides otherwise.

11. Changes to Services

The Provider may adapt, develop, or modify content, formats, structures, processes, platforms, technical systems, and service components if:

- objectively justified,
- serving further development,
- required for technical, organizational, or legal reasons,
- ensuring or improving service quality.

Essential service components will not be changed in a way that defeats the contractual purpose.

Equivalent or qualitatively equivalent services may replace original services.

12. Technical Availability

The Provider endeavors to ensure stable availability but does not guarantee uninterrupted access.

Interruptions may occur due to maintenance,

technical faults, security measures, updates, third-party failures, force majeure, or uncontrollable events.

No claims for damages, reductions, or refunds arise unless mandatory law provides otherwise.

13. Liability and Limitation of Liability

The Provider is fully liable for damages caused by:

- intent,
- gross negligence,
- injury to life, body, or health,
- mandatory statutory liability provisions.

13.1 Slight Negligence

In case of slight negligence involving essential contractual obligations, liability is limited to foreseeable, contract-typical damages. Otherwise, liability for slight negligence is excluded.

13.2 Content Disclaimer

All services and content serve personal development and information purposes. They do not replace medical, psychotherapeutic, psychiatric, or healing treatments and contain no diagnoses or healing promises. Use is at the customer's own responsibility.

13.3 Technical Systems and Third Parties

No liability for failures of platforms, servers, telecom networks, payment providers, video systems, third-party tools, or customer-side incompatibilities.

13.4 Force Majeure

No liability for performance disruptions due to force majeure (e.g., natural disasters, pandemics, war, government actions, strikes, travel restrictions).

13.5 Personal Responsibility

Participation and use of content occurs at the customer's own risk.

14. Data Protection & Confidentiality

14.1 Confidentiality Obligation

The Provider commits to strict confidentiality regarding all personal, health-related, psychological, professional, and private information disclosed in services and programs.

14.2 Group Confidentiality

Participants in group formats must treat all shared information confidentially.

14.3 Data Protection Reference

Personal data processing is governed by the separate privacy policy available on the website.

14.4 Recordings

Recordings only occur with prior information and consent. Individual coaching sessions are not recorded unless expressly agreed.

14.5 Protection of the Trust Space

A respectful, protected environment is a fundamental principle of all services.

15. Copyright & Usage Rights

15.1 Protection of Content

All content, materials, and services are protected by copyright and intellectual property law and belong to the Provider or respective rights holders.

15.2 Granting of Rights

Upon contract conclusion, the customer receives a simple, non-transferable, non-sublicensable, time-limited right of use for private, personal learning and development purposes only.

15.3 Prohibited Uses

In particular prohibited:

- sharing with third parties
- publication
- commercial use
- integration into own offers
- reproduction beyond private use
- distribution on platforms or clouds
- account sharing

15.4 Streaming Protection

Streaming content may only be used via the platform. Downloading, recording, or redistribution is prohibited unless expressly agreed.

15.5 Sanctions

Violations may result in access blocking, termination, legal action, and damage claims.

16. Dispute Resolution / Online Dispute Resolution

The EU Commission provides an online dispute resolution platform:

<https://ec.europa.eu/consumers/odr/>

The Provider is not obliged nor willing to participate in consumer arbitration procedures unless legally required.

17. Governing Law & Jurisdiction

17.1 Governing Law

The law of the Republic of India applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

For EU consumers, mandatory consumer protection law of their residence country remains applicable.

17.2 Jurisdiction

For merchants and legal entities, exclusive jurisdiction is the Provider's registered seat.

For consumers, statutory jurisdiction rules apply.

18. Contract Transfer

The Provider may transfer rights and obligations to third parties (e.g., restructuring, mergers, platform changes, service providers).

Customers may not transfer contracts without written consent.

Statutory assignment rights remain unaffected.

19. Severability Clause

If any provision is invalid or unenforceable, the remaining provisions remain valid.

The invalid provision shall be replaced by a legally permissible provision closest to the economic purpose of the original.

The same applies to contractual gaps